Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address

Peter J. Mastan, Trustee
550 S. Hope St., Suite 1765
Los Angeles, CA 90071
(213) 452-4928
travis@gumportlaw.com

☒ *Individual appearing without attorney*
☐ *Attorney for:*

FOR COURT USE ONLY

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re:

LINDA L. TOLLIVER

Debtor(s).

CASE NO.: 2:14-bk-33094-VZ

CHAPTER: 7

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 04/10/2015	**Time:**
Location: 2011 Honda Civic 4D Sedan LX, VIN# 2HGFA1F56BH504858	

Type of Sale: ☒ Public ☐ Private **Last date to file objections:** 04/10/2015

Description of property to be sold: 2011 Honda Civic 4D Sedan LX, VIN# 2HGFA1F56BH504858

Terms and conditions of sale: "AS IS" and "WHERE IS" basis, subject to all existing encumbrances, liens, claims and restrictions thereon, if any.

Proposed sale price: $ 6,000.00

Overbid procedure (*if any*): Any initial overbid must be at least $9,900, and must be received by Trustee within 17 days after filing of this notice in the form of a cashier's check made payable to Peter J. Mastan, Ch. 7 Trustee. [See attached motion for details.]

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Contact person for potential bidders (*include name, address, telephone, fax and/or email address*):

Peter J. Mastan, Trustee
550 S. Hope St., Suite 1765
Los Angeles, CA 90071
(213) 452-4928
travis@gumportlaw.com

Date: 03/24/2015

E-FILED
DATE: 3/24/15

PETER J. MASTAN, Trustee
travis@gumportlaw.com
550 S. Hope Street, Suite 1765
Los Angeles, California 90071-2627
Telephone: (213) 452-4928

Peter J. Mastan, Chapter 7 Trustee of the
Bankruptcy Estate of Linda L. Tolliver

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES DIVISION

In re LINDA L. TOLLIVER, Debtor.	**Bk. No.: 2:14-bk-33094-VZ** **CHAPTER 7** **NOTICE OF MOTION AND MOTION TO APPROVE ASSIGNMENT AGREEMENT BETWEEN THE TRUSTEE AND DEBTOR FOR THE TRUSTEE'S CONVEYANCE OF THE ESTATE'S INTEREST IN A 2011 HONDA CIVIC; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF PETER J. MASTAN; AND EXHIBITS** **[No hearing is Requested or Required]** **DATE:** **TIME:** **PLACE: Courtroom 1368** **255 E. Temple Street** **Los Angeles, CA 90012** **[Judge Vincent P. Zurzolo]**

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TO THE DEBTOR, THE OFFICE OF THE UNITED STATES TRUSTEE, ALL POTENTIAL CREDITORS OF THE ESTATE, ALL OTHER INTERESTED PARTIES; AND COUNSEL OF RECORD:

NOTICE IS HEREBY GIVEN that, on March 24, 2015, Peter J. Mastan, Chapter 7 trustee (the "Trustee") of the bankruptcy estate (the "Estate") of Linda L. Tolliver (the "Debtor"), filed a motion (the "Motion") for an order that does each of the following:

(1) Approves the Assignment Agreement (the "Agreement") attached as **Exhibit 1.**

(2) Authorizes the Trustee to make the assignment of the Estate's interest in the vehicle described as a 2011 Honda Civic 4D Sedan LX, VIN# 2HGFA1F56BH504858, (the "Vehicle") on an "AS IS" and "WHERE IS" basis, subject to all existing encumbrances, liens, claims and restrictions thereon, if any.

(3) Determines that the Agreement was made in good faith in an arm's-length transaction and that the assignee of the Estate's interest in the Vehicle (whether the Debtor, or a successful overbidder) is acting in good faith within the meaning of 11 U.S.C. § 363(m).

(4) Determines that adequate notice of the Motion was given.

(5) Authorizes the Trustee to perform the terms of the Agreement and to sign all such documents that are reasonably necessary to perform the Trustee's obligations under the Agreement.

(6) Reserves Bankruptcy Court jurisdiction to enforce the Agreement.

(7) Approves the following overbid procedure:

(a) any initial overbid for an assignment of the Estate's interest in the Vehicle must be in an amount at least $9,900 (which is $1,000 greater than the amount to be paid by Debtor under this Agreement (i.e., $6,000) plus Debtor's claimed exemptions of $2,900);

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(b) any overbid must be received by the Trustee within 17 days after service of this notice;

(c) in the event that the Trustee receives an overbid, the Trustee will request a hearing from the Court.

(d) in the event that the Trustee receives multiple overbids, any subsequent overbids must be made in Court at the time of the hearing on the Motion and must be made in minimum increments of $500;

(e) any overbid must be accompanied by a certified or cashier's check in the full amount of that bid and the successful overbidder must pay to the Trustee by certified or cashier's check the full purchase price at the time of the hearing on the Motion;

(f) any sale at overbid will be all cash "AS IS", "WHERE IS", subject to all claims, liens, encumbrances, and other interests, with all faults and without any representation or warranty whatsoever, whether express or implied, including without limitation, without warranty as to functionality, merchantability, or fitness for a particular purpose and;

(g) the Trustee may exercise his discretion to reject a particular overbid that is not both higher and better (based upon all of the circumstances) than the Debtor's offer or the offer of other overbidders.

(8) Authorizes the Trustee to close the proposed assignment of the Estate's interest in the Vehicle to the Debtor (or the successful overbidder) unless an appeal of the order authorizing that sale is timely filed and a stay pending appeal is entered.

(9) Waives the 14-day stay of orders for the disposition of Estate property set forth in Fed.R.Bankr.P. 6004(h).

NOTICE IS FURTHER GIVEN that in the event that no overbid or objection is received by the Trustee within 17 days after service of the Notice of Motion, the Trustee will submit a declaration of non-opposition to the Court, and lodge an order which seeks the relief set forth above.

NOTICE IS FURTHER GIVEN that the Motion is made pursuant to 11 U.S.C. §§ 363(b) and 363(m), Federal Rules of Bankruptcy Procedure 2002 and 6004, and Local Bankruptcy Rules 6004-1 and 9013-1 on the grounds that the proposed assignment is in the best interests of the Estate in that it will maximize the value to unsecured creditors of the Estate's interests in the Vehicle.

NOTICE IS FURTHER GIVEN that the Motion is based on (a) this Notice of Motion; (b) the attached Memorandum of Points and Authorities, Declaration of Peter J. Mastan, and Exhibits; (c) the concurrently filed Notice of Filing of the Motion; (d) the pleadings on file with the Court of which the Court is requested to take judicial notice; and (e) such further evidence that may be properly submitted prior to or at any hearing on the Motion.

NOTICE IS FURTHER GIVEN that, pursuant to Local Bankruptcy Rule 9013-1(f), any opposition to the Motion must be in writing; must be filed with the Court and served upon the Trustee, the Office of the United States Trustee, and the Debtor at the addresses set forth below not later than 17 days after service of the Notice of Filing; and must include a complete written statement of all reasons in opposition thereto or in support or joinder thereof, declarations and copies of all photographs and documentary evidence on which the responding party intends to rely, and any responding memorandum of points and authorities:

For Filing With the Court
Clerk's Office
United States Bankruptcy Court
255 E. Temple Street
Los Angeles, California 90012

For Service on Vincent P. Zurzolo, Bankruptcy Judge
Hon. Vincent P. Zurzolo
United States Bankruptcy Court
Central District of California
Edward R. Roybal Federal Building and Courthouse
255 E. Temple Street, Suite 1360
Los Angeles, CA 90012

For Service on the Trustee
Peter J. Mastan, Trustee
550 South Hope Street, Suite 1765
Los Angeles, California 90071-2627

For Service on Office of U.S. Trustee
Office of the U.S. Trustee
915 Wilshire Blvd., Suite 1850
Los Angeles, CA 90017

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For Service on the Debtor
Daniel King, Esq.
Genesis Law Group
3435 Wilshire Blvd., Ste 1111
Los Angeles, CA 90010

and

Linda L. Tolliver
43735 Santa Rosa Cir
Lancaster, CA 93535

NOTICE IS FURTHER GIVEN that, pursuant to Local Bankruptcy Rule 9013-1(h), failure to timely file and serve an objection may be deemed by the Court to be consent to granting the Motion.

DATED: March 24, 2015

Respectfully submitted,

CHAPTER 7 TRUSTEE

By:______________________________
Peter J. Mastan
Chapter 7 Trustee of the Bankruptcy
Estate of Linda L. Tolliver

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Peter J. Mastan, Chapter 7 trustee (the "Trustee") of the bankruptcy estate (the "Estate") of Linda L. Tolliver (the "Debtor"), submits this Memorandum of Points and Authorities in support of his motion (the "Motion") for an order that:

(1) Approves the Assignment Agreement (the "Agreement") attached as **Exhibit 1**.

(2) Authorizes the Trustee to make the assignment of the Estate's interest in the vehicle described as a 2011 Honda Civic 4D Sedan LX, VIN# 2HGFA1F56BH504858, (the "Vehicle") on an "AS IS" and "WHERE IS" basis, subject to all existing encumbrances, liens, claims and restrictions thereon, if any.

(3) Determines that the Agreement was made in good faith in an arm's-length transaction and that the assignee of the Estate's interest in the Vehicle (whether the Debtor, or a successful overbidder) is acting in good faith within the meaning of 11 U.S.C. § 363(m).

(4) Determines that adequate notice of the Motion was given.

(5) Authorizes the Trustee to perform the terms of the Agreement and to sign all such documents that are reasonably necessary to perform the Trustee's obligations under the Agreement.

(6) Reserves Bankruptcy Court jurisdiction to enforce the Agreement.

(7) Approves the following overbid procedure:

(a) any initial overbid for an assignment of the Estate's interest in the Vehicle must be in an amount at least $9,900 (which is $1,000 greater than the amount to be paid by Debtor under this Agreement (i.e., $6,000) plus Debtor's claimed exemptions of $2,900);

(b) any overbid must be received by the Trustee within 17 days after service of this notice;

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(c) in the event that the Trustee receives an overbid, the Trustee will request a hearing from the Court.

(d) in the event that the Trustee receives multiple overbids, any subsequent overbids must be made in Court at the time of the hearing on the Motion and must be made in minimum increments of $500;

(e) any overbid must be accompanied by a certified or cashier's check in the full amount of that bid and the successful overbidder must pay to the Trustee by certified or cashier's check the full purchase price at the time of the hearing on the Motion;

(f) any sale at overbid will be all cash "AS IS", "WHERE IS", subject to all claims, liens, encumbrances, and other interests, with all faults and without any representation or warranty whatsoever, whether express or implied, including without limitation, without warranty as to functionality, merchantability, or fitness for a particular purpose and;

(g) the Trustee may exercise his discretion to reject a particular overbid that is not both higher and better (based upon all of the circumstances) than the Debtor's offer or the offer of other overbidders.

(8) Authorizes the Trustee to close the proposed assignment of the Estate's interest in the Vehicle to the Debtor (or the successful overbidder) unless an appeal of the order authorizing that sale is timely filed and a stay pending appeal is entered.

(9) Waives the 14-day stay of orders for the disposition of Estate property set forth in Fed.R.Bankr.P. 6004(h).

The Trustee received an offer from the Debtor to acquire the Estate's interest in the Vehicle for a total amount of $6,000 (in addition to her claimed exemption of $2,900). The Trustee has not received any other offers for the Vehicle. The Trustee has considered (1) the potential fair market value of the Vehicle, (2) Debtor's claimed exemptions, (3) the lack of liens against the Vehicle and (4) potential costs of sale. Based thereon, the Trustee believes that the proposed assignment of the Estate's right, title, and interest in and to the Vehicle to the Debtor for $6,000 will maximize the value of the Estate's interest in the Vehicle.

II. STATEMENT OF FACTS

A. Procedural History

On December 15, 2014, the Debtor filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code and related schedules in the United States Bankruptcy Court for the Central District of California. Mastan Decl., ¶ 3. Shortly thereafter, the Trustee was appointed to administer the Estate. Mastan Decl., ¶ 1. On February 23, 2015, the Debtor amended Schedules B and C. Mastan Decl. ¶ 4, Ex. 2.

B. The Vehicle

Debtor's amended Schedule B identifies the Vehicle with a stated value of $11,392. Ex. 2. Schedule C, as amended, reflects a claimed exemption of $2,900. Ex 3. Schedule D lists no liens against the Vehicle. Ex. 2.

Debtor provided the Trustee with a CarMax Appraisal Offer ("Appraisal") that values the Vehicle at $8,500. Mastan Decl. ¶ 5.

The Trustee negotiated with the Debtor, through her counsel, for her acquisition of the Estate's right, title, and interest in the Vehicle for $6,000, subject to Bankruptcy Court approval and overbid. Mastan Decl., ¶ 2.

III. SUMMARY OF ASSIGNMENT AGREEMENT

Subject to Bankruptcy Court approval and overbid, and on the terms set forth in **Exhibit 1**, the Trustee intends to assign to Debtor the Estate's right, title, and interest in and to the Vehicle. The proposed assignment will be on an "AS IS" and "WHERE IS" basis, and subject to all existing liens, if any. In return for the assignment, the Debtor will pay to the Estate $6,000, $4,000 of which has already been paid. The remaining $2,000 is to be paid in $500 monthly installments beginning the first of the month following entry of an order approving the Agreement by the Court. The Debtor will not be entitled to an exemption in any of the sale proceeds.

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The foregoing is a summary of the proposed assignment. All interested persons are encouraged to read the assignment agreement attached hereto as Exhibit 1. The terms of the attached agreement control over this summary.

IV. THE COURT SHOULD AUTHORIZE THE TRUSTEE TO SELL THE ESTATE'S INTEREST IN THE VEHICLE TO THE DEBTOR OR A SUCCESSFUL OVERBIDDER

A. Standards For Approval of Sale Outside the Ordinary Course of Business

Bankruptcy code § 704 requires a Chapter 7 Trustee to, among other things, "collect and reduce to money the property of the estate." *See* 11 U.S.C. § 704(a)(1).

A trustee is empowered to sell the estate's assets out of the ordinary course of business. 11 U.S.C. § 363(b). *In re Ionosphere Clubs, Inc.*, 184 B.R. 648, 653 (S.D.N.Y. 1995). Approval of such a sale is within the sound discretion of the Court. *Committee of Equity Security Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1069 (2nd Cir. 1983); *In re Baldwin United Corp.*, 43 B.R. 905 (Bankr. S.D. Ohio 1984). The touchstone for granting permission to sell assets outside of the ordinary course of business is the existence of a good business reason. *Stephens Ind., Inc. v. McClung*, 789 F.2d 836 (6th Cir. 1986); *Lionel*, 722 F.2d at 1070. *Accord In re Walter*, 83 B.R. 14, 19-20, (9th Cir. BAP 1988).

In addition to the existence of a sound business reason, other requirements for approval of a sale of assets pursuant to § 363(b) include (1) accurate and reasonable notice of the sale, (2) a fair and reasonable price of the assets sold, and (3) "good faith," i.e., the absence of any lucrative or undisclosed deals for insiders. *In re Industrial Valley Refrigerator and Air Conditioning Supplies, Inc.*, 77 B.R. 15, 21 (Bankr. E.D. Pa. 1987).

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B. **The Proposed Sale of the Vehicle is Reasonable Under the Circumstances**

Under the totality of the circumstances, the Trustee's sale of the Estate's right, title, and interest in and to the Vehicle to Debtor for $6,000 is reasonable and in the best interests of the Estate.

1. **The Sale is Supported by Sound Business Judgment**

Bankruptcy courts will often defer to a trustee's business judgment regarding the sale of estate assets, unless such decision is arbitrary and capricious. See *In re Curlew Valley Assocs.*, 14 B.R. 506, 511-513 (Bankr. D. Utah 1991) (detailing the historical basis behind the presumption of deference to a trustee's business judgment). Courts generally will not second guess a trustee's business decision where "that conduct involves a business judgment made in good faith, upon a reasonable basis, and within the scope of his authority under the Code." *Id.* at 513-14.

The Trustee has sound business reasons for the proposed assignment of the Estate's interest in the Vehicle. According to the Debtor, the Estate has an approximate $11,392 interest in the Vehicle. Mastan Decl. ¶ 5. Taking into account (1) the Appraisal, (2) Debtor's claimed exemptions of $2,900, (3) the lack of liens against the Vehicle and (4) potential costs of sale, the Trustee believes that assigning the Estate's interest in the Vehicle to the Debtor for $6,000 would minimize his administrative costs and maximize the Estate's interest for the benefit of the creditors to the Estate. Mastan Decl., ¶ 6.

2. **There is Adequate Notice of the Proposed Assignment**

The Trustee has given notice of the proposed assignment to all scheduled creditors, the Debtor, persons requesting special notice, and other parties in interest. Moreover, the Trustee has concurrently filed with the Court a "Notice of Sale of Estate Property" so that the assignment, and the right to overbid on that assignment, is included on the Bankruptcy Court's website.

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3. The Sale Price is Fair and Reasonable

The Trustee negotiated the terms of the Assignment Agreement with the Debtor in order to obtain a reasonable value for the Estate's interest in the Vehicle. Mastan Decl. ¶ 2. Given the Debtor's valuation, the Appraisal, and Debtor's claimed exemptions, the sale price (i.e., $6,000 in excess of Debtor's claimed exemption) is fair and reasonable. Mastan Decl. ¶ 6.

Additionally, the Trustee's assignment of the Vehicle is subject to overbid and notice of the assignment is being included in the Bankruptcy Court's website advertising bankruptcy court sales. Accordingly, the proposed assignment will be subjected to the market.

4. The Sale was Negotiated in Good Faith

The Trustee wishes to ensure the finality and reliability of the assignment of the Estate's interest in the Vehicle by facilitating the consummation of the transaction even in the event of an appeal. For this reason, the Trustee seeks a finding of good faith under the provisions of Section 363(m) of the Bankruptcy Code.

Although the Bankruptcy Code does not define "good faith," the Court of Appeals for the Ninth Circuit has held that for purposes of § 363(m), "a 'good faith purchaser' is one who buys 'in good faith' and 'for value.'" *Ewell v. Diebert* (*In re Ewell*), 958 F.2d 276, 281 (9th Cir. 1992) (citations omitted). Conversely, a 'lack of good faith' is shown by 'fraud, collusion between the purchaser and the trustee, or an attempt to take grossly unfair advantage of other bidders." *Id.*

As set forth above and in the Mastan Declaration, the Agreement was negotiated at arms' length with all parties involved acting in good faith. There are no undisclosed side deals or terms, and the Debtor is not related to the Trustee. Mastan Decl. ¶ 2.

5. The Court Should Impose an Overbid Procedure on the Sale

As set forth in the Agreement, the proposed assignment of the Estate's interest in the Vehicle to the Debtor is subject to overbid. The Trustee is prepared to sell the Estate's interest in the Vehicle to the qualified bidder making the best all cash bid. The

Trustee requests that the Court impose the overbid procedure set forth in the Notice of Motion in order to ensure that the Estate's interest in the Vehicle is sold for the best possible price under the circumstances.

V. THE COURT SHOULD WAIVE THE 14-DAY STAY

Fed.R.Bankr.P. 6004(h) provides as follows:

> An order authorizing the use, sale or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order unless the court orders otherwise.

The Trustee requests that the Court "order otherwise" here and waive that stay.

VI. CONCLUSION

For the reasons set forth above, the Court should grant the relief requested in the Notice of this Motion.

DATED: March 24, 2015

Respectfully submitted,

CHAPTER 7 TRUSTEE

By:____________________

Peter J. Mastan
Chapter 7 Trustee of the Bankruptcy Estate of Linda L. Tolliver

DECLARATION OF PETER J. MASTAN

I, PETER J. MASTAN, declare:

1. I am the Chapter 7 trustee of the bankruptcy estate (the "Estate") of Linda L. Tolliver (the "Debtor"). As a result, except as expressly stated as matters of judicial notice, I have personal knowledge of the facts set forth below and could and would competently testify under oath thereto if requested to do so.

2. **Exhibit 1** is an Assignment Agreement (the "Agreement") between the Estate, on the one hand, and the Debtor on the other hand. I negotiated the Agreement as the trustee of the Estate. I have not made, and to the best of my knowledge, nobody else has made, any side deals with the Debtor. To the best of my knowledge, there are no terms to the Agreement except as set forth therein, and I am not related to the Debtor.

3. The Court may take judicial notice that on December 15, 2014, the Debtor filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code and related schedules.

4. The Court may also take judicial notice that Debtor amended Schedules B and C on February 23, 2015. **Exhibit 2** is a copy of Schedules B and C, as amended, and Schedule D as filed by the Debtor.

5. On January 29, 2015, my office received a copy of a CarMax Appraisal Offer (the "Appraisal") valuing the Vehicle at $8,500. **Exhibit 3** is a copy of the Appraisal.

6. After considering (1) Debtor's valuation of the 2011 Honda Civic (the "Vehicle"), (2) the Appraisal, (3) the lack of any liens against the Vehicle, (4) Debtor's claimed exemptions, and (4) potential costs of sale, which I estimate to be at least $1,200, I believe that it is in the best interests of the Estate to sell the Estate's interest in the

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Vehicle to the Debtor for a total of $6,000 (in excess of the $2,900 in claimed exemptions), subject to overbid, and that the sale price is fair and reasonable.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed this 24th day of March 2015 at Los Angeles, California.

PETER J. MASTAN

ASSIGNMENT AGREEMENT

Subject to Bankruptcy Court approval, this Agreement ("Agreement") is made and entered into by and between: (1) Linda L. Tolliver ("Debtor"); and (2) Peter J. Mastan in his capacity as trustee (the "Trustee") of the bankruptcy estate ("Estate") of Linda L. Tolliver in the bankruptcy case entitled *In re Linda L. Tolliver*, Bk. Case No. 2:14-bk-33094-VZ (the "Tolliver Case"), pending in the United States Bankruptcy Court for the Central District of California.

RECITALS

A. On December 15, 2014, Debtor filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code. At that time, Debtor filed the Schedules of Assets and Liabilities (the "Schedules") attached as **Exhibit 1**.

B. On February 23, 2015, Debtor filed an amended Schedule C attached as **Exhibit 2.**

C. Peter J. Mastan was appointed as the Trustee of the Estate.

D. Debtor desires to acquire the Estate's interest (the "Estate's Interest"), if any, in and to the vehicle described as a 2011 Honda Civic 4D Sedan LX, VIN #2HGFA1F56BH504858 (the "Vehicle"), subject to all encumbrances, liens, and restrictions thereon, and Trustee desires to assign to Debtor the Estate's Interest, if any, in and to the Vehicle, subject to all encumbrances, liens, and restrictions thereon, all in the manner and subject to the terms and conditions set forth herein and in accordance with Sections 363 of the Bankruptcy Code.

E. The transactions contemplated herein shall be consummated pursuant to the terms and conditions of this Agreement and an "Approval Order" to be entered by the United States Bankruptcy Court (the "Bankruptcy Court") having jurisdiction over the Tolliver Case.

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AGREEMENT

NOW, THEREFORE, on the terms and conditions and for the consideration set forth below, the Parties agree as follows:

1. Incorporation of Recitals

Recitals A through E are incorporated into and made a part of this Agreement.

2. Approval of Agreement

2.1 Except as provided in ¶¶ 2.2, 2.3, 3.1, 3.3, 3.4, 3.5 and 4-15, no Party shall have any rights, duties, or obligations under this Agreement unless and until the Bankruptcy Court enters an order (the "Approval Order") that, in substance **(i)** approves this Agreement, **(ii)** authorizes the Trustee to make the "AS IS" "WHERE IS" assignment of the Estate's Interest in the Vehicle as contemplated herein, **(iii)** determines that this Agreement was made in good faith in an arm's-length transaction, and **(iv)** authorizes the Trustee to perform the terms of this Agreement.

2.2 The Trustee shall have the obligation to seek approval of this Agreement in accordance with ¶ 2.1 and shall file the motion (the "Approval Motion") seeking approval of this Agreement within 10 business days after the date on which the Trustee receives all of the following: (a) a fully executed copy of this Agreement (without any modification or interlineation), and (b) the payment of the full amount of the Down Payment (as defined below), and the fully paid Down Payment having cleared the banking process. If the Approval Order is: (a) not entered within 90 days after the filing of the Approval Motion, or (b) appealed, then the Trustee may, in the unfettered exercise of his discretion, terminate his attempt to obtain the Approval Order by written notice to Debtor. If the Trustee terminates his attempt to obtain the Approval Order pursuant to this ¶ 2.2, then the Trustee shall return to Debtor the Assignment Price (as defined below) (to the extent received by the Trustee), without interest, and the Parties shall be as they were before they signed this Agreement. In the event that the

Approval Order is entered, the Bankruptcy Court specifically finds that Debtor is a good faith purchaser in accordance with 11 U.S.C. § 363(m), an appeal from the Approval Order is filed, but no stay of the Approval Order pending appeal is obtained, then the Trustee, in his unfettered exercise of discretion, may (but shall not be obligated to) perform this Agreement and the Assignment Price shall irrevocably become property of the Estate. Notwithstanding any other provision of this Agreement, (a) the Trustee shall have no obligation to defend any appeal from the Approval Order or to pursue any appeal from the denial of the Approval Motion, and (b) if Debtor fails to timely perform any act required of her under ¶ 3 of this Agreement, the Trustee shall have no obligation to seek approval of this Agreement.

2.3 Debtor agrees to cooperate with and perform all acts requested by the Trustee in order to obtain entry of the Approval Order. In particular, but without limitation, Debtor shall not file any pleading that would or might delay or interfere in any way with the Trustee's efforts to obtain entry of the Approval Order, or counsel, encourage, or assist any other person or entity to do so.

3. Performance

3.1 The Debtor shall pay a total of $6,000 (the "Assignment Price") for the Estate's interest in the Vehicle. The Assignment Price shall be paid as follows:

a. Contemporaneously with Debtor's execution and delivery to the Trustee of this Agreement, Debtor shall deliver to the Trustee a cashier's or bank check payable to "Peter J. Mastan, Trustee" in the amount $4,000.00 (the "Down Payment") representing immediately available funds that are not subject to the liens, claims, or interests of any third party. The Down Payment shall be delivered to the Trustee in care of Gumport | Mastan, 550 S. Hope Street, Suite 1765, Los Angeles, CA 90071.

b. Beginning on the first day of the month immediately following the entry of the Approval order, and on or before the first day of each consecutive month thereafter, the Debtor shall deliver to the Trustee a cashier's or bank check payable to "Peter J. Mastan, Trustee" in the amount of $500.00 ("Monthly Payment") representing immediately available funds that are not subject to the liens, claims, or interests of any third party until the full Assignment Price is paid in full. Each Monthly Payment shall be delivered to the Trustee in care of Gumport | Mastan, 550 S. Hope Street, Suite 1765, Los Angeles, CA 90071.

3.2 Within 10 business days after the later of (a) the entry of the Approval Order and any stay of that Approval Order having terminated, and (b) the receipt of the full Assignment Price by the Trustee and all payments of the full Assignment Price having cleared the banking process, the Trustee agrees to sign such documents as are reasonably necessary to assign the Estate's Interest in the Vehicle to Debtor.

3.3 To the extent that there is one or more liens against the Vehicle, Debtor represents and warrants that the payments on those secured obligation(s) are current and that Debtor will continue to timely make all payments on such secured obligations.

3.4 In the event of any default by the Debtor under this Agreement, then the Trustee shall be entitled to obtain (and Debtor agrees that the Trustee may obtain) on *ex parte* motion an order requiring the Debtor to turn over the Vehicle to the Trustee for sale by the Trustee and the Trustee shall be entitled to retain for the benefit of the Estate all proceeds of that sale (as well as all amounts previously paid by Debtor to the Estate) to the exclusion of the Debtor.

3.5 Upon signing this Agreement, the Debtor irrevocably waives any right that Debtor may otherwise have to amend her claimed exemptions in the Vehicle and, once the Payment/Assignment Price becomes property of the Estate pursuant to ¶ 2.2 above, Debtor shall have no right, title, or interest in or to the Payment or its proceeds.

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4. Overbid

The Trustee's assignment of the Estate's Interest in the Vehicle to Debtor is subject to overbid. While the parties acknowledge that the Bankruptcy Court is free to accept, modify, or disregard the overbid procedure proposed by the parties, the parties agree to request that the following terms govern the overbid process:

4.1 Any initial overbid for an assignment of the Estate's Interest in the Vehicle must be in an amount at least $1,000 greater than the amount to be paid by Debtor under this Agreement (i.e., the initial overbid must be in an amount not less than $6,000 plus the amount of Debtor's claimed exemptions in the Vehicle, if any);

4.2 In the event that the Trustee receives multiple overbids, any subsequent overbids must be made in the Bankruptcy Court at the time of the hearing on the Motion and must be made in minimum increments of $500;

4.3 Any overbid must be accompanied by a certified or cashier's check in the full amount of that bid and the successful overbidder must pay to the Trustee by certified or cashier's check the full price of the assignment at the time of the hearing on the Motion;

4.4 Any sale at overbid will be all cash, "AS IS", "WHERE IS", subject to all claims, liens, encumbrances, and other interests, with all faults and without any representation or warranty whatsoever, whether express or implied, including without limitation, without warranty as to functionality, merchantability, or fitness for a particular purpose.

4.5 The Trustee may exercise his discretion to reject a particular overbid that is not both higher and better (based upon all of the circumstances) than Debtor's offer or the offer of other overbidders.

4.6 Any person making an overbid for the Vehicle shall be deemed to have made, on their own account, each of the representations made by the Debtor to the Trustee as set forth in Paragraph 5 below.

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5. **Debtor's Acknowledgments**

Debtor hereby acknowledges each of the following:

(a) **The Estate's assignment of the Estate's Interest in the Vehicle pursuant to this Agreement is being assigned on an "AS–IS," "WHERE IS" basis, subject to all encumbrances, liens, and restrictions thereon, without recourse of any kind or nature, without any representation or warranty whatsoever, whether express or implied, including no warranty as to functionality, merchantability, or fitness for a particular purpose.**

(b) **Debtor (or successful overbidder, as the case may be) is familiar with the Estate's Interest in the Vehicle and Debtor has had the opportunity to inspect and conduct her own due diligence with respect to the Estate's Interest in the Vehicle prior to entering into this Agreement.**

(c) **Debtor (or successful overbidder, as the case may be) has had the opportunity to consult with legal counsel of her choice concerning this Agreement, including the meaning of the terms thereof and agree to be bound to those terms.**

6. **Insurance/Turnover**

6.1 Debtor represents and warrants to the Trustee, which representation and warranty Debtor acknowledges that the Trustee is relying upon in entering into this Agreement, that she has and will continue to maintain and pay for comprehensive and liability insurance on the Vehicle, in an amount sufficient to cover the full value of the Vehicle in the event of loss and that the Trustee has been named an additional insured on those policies. Debtor agrees to, upon signing this Agreement, and from time to time and upon request from the Trustee, provide the Trustee with certificates of insurance on the Vehicle evidencing the existence and amount of insurance on the Vehicle and identifying the Trustee as an additional insured on the policies. The Debtor's obligation to maintain insurance and include the Trustee as an additional insured on that insurance as set forth in this paragraph 6.1 shall terminate upon the later of (a) the closing of the assignment contemplated in this Agreement, (b) the entry of the Approval Order, and (c) the Approval Order no longer being subject to timely appellate or other review.

6.2 In the event that the Debtor fails to maintain such insurance or fail to provide the Trustee with the certificate of insurance described in this paragraph within five days of request by the Trustee, then the Trustee shall be entitled to obtain (and Debtor agrees that the Trustee may obtain) on *ex parte* motion an order requiring the Debtor to turn over the Vehicle to the Trustee for sale by the Trustee and that the Trustee shall be entitled to retain for the benefit of the Estate all proceeds of that sale (as well as all amounts previously paid by Debtor to the Estate) to the exclusion of the Debtor.

7. Attorneys' Fees And Costs

7.1 Each Party shall bear his or her own attorneys' fees, expenses and costs incurred in connection with the subjects and preparation of this Agreement.

7.2 Nothing in this Agreement shall be interpreted or construed to waive or release any right of the Trustee and/or his professionals to seek compensation and reimbursement from the Estate.

8. Entire Agreement

8.1 This Agreement constitutes the entire understanding between the Parties with respect to its subject matter, including any and all obligations and commitments of the Trustee and Debtor. This Agreement supersedes and replaces in their entirety any and all prior negotiations or understandings, whether oral or written.

8.2 This Agreement has no terms other than those expressly set forth herein. Each Party represents and warrants to the other Party that he or she is not signing this Agreement in reliance upon any term, representation, or warranty other than those expressly set forth in this Agreement.

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9. Successors and Assigns

The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, agents, representatives, successors, and assigns.

10. Governing Law; Jurisdiction; Choice of Forum

10.1 This Agreement shall be construed in accordance with and governed by the substantive laws of the State of California (without regard to California law concerning choice of law).

10.2 Each Party consents to the exclusive personal jurisdiction and venue of the Bankruptcy Court for the trial, entry of findings, and entry of final orders and judgments with respect to any dispute arising out of this Agreement. In the event that the Bankruptcy Court lacks or does not exercise jurisdiction over any such dispute, each Party to this Agreement consents to the personal jurisdiction and venue of the Superior Court of the State of California for the County of Los Angeles and, to the extent not inconsistent with applicable law, to the personal jurisdiction and venue of the United States District Court for the Central District of California, Los Angeles, for the trial, entry of findings and entry of final orders and judgments with respect to any dispute arising out of this Agreement.

11. Waiver of Jury Trial

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PARTIES' RIGHTS AND OBLIGATIONS WITH RESPECT THERETO.

12. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Authority To Sign

Each person signing this Agreement on behalf of a Party represents and warrants to the other Party that he or she has the requisite power and authority to execute and deliver this Agreement on behalf of that Party, and that this Agreement, when so executed and delivered, will be a binding obligation of and enforceable against such Party in accordance with its terms. Notwithstanding the foregoing, the Trustee's authority to sign this Agreement is subject to Bankruptcy Court approval as set forth elsewhere in this Agreement.

14. Notice

14.1 Any notice, service, or demand under this Agreement shall be given by either (a) Federal Express or (b) hand delivery, and by no other means, as follows:

To the Trustee: Peter J. Mastan, Trustee
c/o Gumport | Mastan
550 South Hope Street, Suite 1765
Los Angeles, California 90071-2604.

To Debtor: Linda L. Tolliver
43735 Santa Rosa Cir
Lancaster, CA 93535

For purposes of notice given by Federal Express, notice shall be deemed effective upon "delivery" by Federal Express. Delivery for purposes of this paragraph shall mean Federal Express' actual delivery of the notice to the address of the other Party, without the requirement of any signature by the receiving Party. Additionally, the refusal to accept a notice attempted to be delivered by Federal Express at that Party's address set forth above shall be deemed to have been delivered to that Party at the time of such attempted delivery.

14.2 Any Party may change the person to whom and/or address to which notice to that Party shall be delivered by giving notice of such change in accordance with ¶ 14.1. In all events, the Parties shall designate an address to which Federal Express will deliver packages in the ordinary course of its business.

15. **Headings**

The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

Dated: February __, 2015

CHAPTER 7 TRUSTEE

By:______________________
Peter J. Mastan
Chapter 7 Trustee of the
Bankruptcy Estate of Linda L.
Tolliver

Dated: February __, 2015

DEBTOR

By: Linda Tolliver
Linda L. Tolliver

EXHIBIT 1

B6 Summary (Official Form 6 - Summary) (12/14)

United States Bankruptcy Court
Central District of California

In re Linda L Tolliver, Debtor

Case No. ____________

Chapter 7

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	161,423.00		
B - Personal Property	Yes	3	14,415.00		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	1		85,000.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	1		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	2		13,688.69	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	2			2,164.90
J - Current Expenditures of Individual Debtor(s)	Yes	2			2,089.91
Total Number of Sheets of ALL Schedules		16			
		Total Assets	175,838.00		
			Total Liabilities	98,688.69	

EXHIBIT 1

EXHIBIT 1

B 6 Summary (Official Form 6 - Summary) (12/14)

United States Bankruptcy Court
Central District of California

In re Linda L Tolliver Case No. ____

Debtor

Chapter 7

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C.§ 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	0.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	0.00
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	0.00
Student Loan Obligations (from Schedule F)	0.00
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	0.00
TOTAL	0.00

State the following:

Average Income (from Schedule I, Line 12)	2,164.90
Average Expenses (from Schedule J, Line 22)	2,089.91
Current Monthly Income (from Form 22A-1 Line 11; OR, Form 22B Line 14; OR, Form 22C-1 Line 14)	1,170.00

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		0.00
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	0.00	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		0.00
4. Total from Schedule F		13,688.69
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		13,688.69

EXHIBIT 1

B6A (Official Form 6A) (12/07)

In re Linda L Tolliver, Case No. ____________
Debtor

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
Single Family Residence, 4 beds, 2 baths, 1,634 43735 Santa Rosa Circle Lancaster CA 93535	Fee Simple	-	161,423.00	85,000.00

Sub-Total >	161,423.00	(Total of this page)
Total >	161,423.00	

0 continuation sheets attached to the Schedule of Real Property

(Report also on Summary of Schedules)

EXHIBIT 1

B6B (Official Form 6B) (12/07)

In re **Linda L Tolliver** Debtor Case No.______

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	NONE	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Bank of America Checking acct	-	0.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Household Items and Furnishings	-	2,213.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.		Collectibles,paintings,Art	-	135.00
6. Wearing apparel.		Clothing	-	300.00
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		Burial Life Insurance	-	0.00
10. Annuities. Itemize and name each issuer.	X			

Sub-Total > 2,648.00
(Total of this page)

2 continuation sheets attached to the Schedule of Personal Property

EXHIBIT 1

B6B (Official Form 6B) (12/07) - Cont.

In re Linda L Tolliver Case No. ______
Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NONE	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			

Sub-Total > 0.00
(Total of this page)

Sheet 1 of 2 continuation sheets attached to the Schedule of Personal Property

EXHIBIT 1

B6B (Official Form 6B) (12/07) - Cont.

In re **Linda L Tolliver**, Debtor   Case No. ______

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		2011 Honda Civic Sedan Silver, Miles 41000	-	11,392.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		Computer,printer,desk office furniture	-	180.00
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.		Mechanic, Yard and Carpentar tools	-	135.00
		Lawnmower, cellphone	-	60.00

Sub-Total > (Total of this page)	11,767.00
Total >	14,415.00

Sheet 2 of 2 continuation sheets attached to the Schedule of Personal Property

(Report also on Summary of Schedules)

EXHIBIT 1

B6C (Official Form 6C) (4/13)

In re **Linda L Tolliver** Case No.______________
Debtor

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:
(Check one box)
☐ 11 U.S.C. §522(b)(2)
■ 11 U.S.C. §522(b)(3)

☐ Check if debtor claims a homestead exemption that exceeds $155,675. *(Amount subject to adjustment on 4/1/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.)*

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
Real Property Single Family Residence, 4 beds, 2 baths, 1,634 43735 Santa Rosa Circle Lancaster CA 93535	C.C.P. § 704.730	155,000.00	161,423.00
Household Goods and Furnishings Household Items and Furnishings	C.C.P. § 703.140(b)(3)	2,213.00	2,213.00
Books, Pictures and Other Art Objects; Collectibles Collectibles,paintings,Art	C.C.P. § 703.140(b)(5)	135.00	135.00
Wearing Apparel Clothing	C.C.P. § 703.140(b)(3)	300.00	300.00
Office Equipment, Furnishings and Supplies Computer,printer,desk office furniture	C.C.P. § 703.140(b)(5)	180.00	180.00
Other Personal Property of Any Kind Not Already Listed Mechanic, Yard and Carpentar tools	C.C.P. § 703.140(b)(5)	135.00	135.00
Lawnmower, cellphone	C.C.P. § 703.140(b)(5)	60.00	60.00
	Total:	158,023.00	164,446.00

0 continuation sheets attached to Schedule of Property Claimed as Exempt

EXHIBIT 1

B6D (Official Form 6D) (12/07)

In re Linda L Tolliver Case No. ____________

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor" ,include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	Husband, Wife, Joint, or Community H W J C	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No. xxxxx1251 Bk Of Amer Attn: Correspondence Unit/CA6-919-02-41 Po Box 5170 Simi Valley, CA 93062		-	Opened 1/01/09 Last Active 4/14/13 Single Family Residence, 4 beds, 2 baths, 1,634 43735 Santa Rosa Circle Lancaster CA 93535 Value $ 161,423.00				85,000.00	0.00
Account No.			Value $					
Account No.			Value $					
Account No.			Value $					

0 continuation sheets attached	Subtotal (Total of this page)	85,000.00	0.00
	Total (Report on Summary of Schedules)	85,000.00	0.00

EXHIBIT 1

B6E (Official Form 6E) (4/13)

In re Linda L Tolliver, Debtor   Case No. ____________

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

■ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

☐ **Domestic support obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to $12,475* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to $6,150* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to $2,775* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☐ **Taxes and certain other debts owed to governmental units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to maintain the capital of an insured depository institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

☐ **Claims for death or personal injury while debtor was intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* *Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.*

0 continuation sheets attached

EXHIBIT 1

00032

B6F (Official Form 6F) (12/07)

In re Linda L Tolliver, Debtor   Case No.________

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	Husband, Wife, Joint, or Community (H W J C)	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. xxxxxxxxxxxx8053 American Express Po Box 3001 16 General Warren Blvd Malvern, PA 19355		-	Opened 7/01/97 Last Active 6/06/13 Credit Card				8,840.69
Account No. xxxxxxxx9000 Explorer Po Box 906 Santa Clarita, CA 91380		-	06 Explorer Insurance Co				112.00
Account No. xxxxxxxxx0108 Lockheed Fed Cr Union Po Box 6759 Burbank, CA 91510		-	Opened 11/01/93 Last Active 5/24/13 Credit Card				956.00
Account No. xxxxxxxxx0009 Lockheed Fed Cr Union Po Box 6759 Burbank, CA 91510		-	Opened 5/01/90 Last Active 5/12/13 Check Credit Or Line Of Credit				488.00

1 continuation sheets attached

Subtotal (Total of this page) 10,396.69

EXHIBIT 1

   S/N:44011-141201 Best Case Bankruptcy

B6F (Official Form 6F) (12/07) - Cont.

In re Linda L Tolliver, Debtor

Case No. ______

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	Husband, Wife, Joint, or Community (H W J C)	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. xxxxxxxxxxxx7945 Navy Fcu Attention: Bankruptcy Po Box 3000 Merrifield, VA 22119		-	Opened 10/01/11 Last Active 5/20/13 Credit Card				3,292.00
Account No.							
Account No.							
Account No.							
Account No.							

Sheet no. 1 of 1 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal (Total of this page)	3,292.00
Total (Report on Summary of Schedules)	13,688.69

EXHIBIT 1

Case 2:14-bk-33094-VZ Doc 1 Filed 12/15/14 Entered 12/15/14 17:50:21 Desc
Main Document Page 20 of 44

B6G (Official Form 6G) (12/07)

In re Linda L Tolliver, Case No.
Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

■ Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.

EXHIBIT 1

0 continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

B6H (Official Form 6H) (12/07)

In re Linda L Tolliver, Debtor   Case No. ____________

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

■ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR

EXHIBIT 1

0 continuation sheets attached to Schedule of Codebtors

Fill in this information to identify your case:

Debtor 1 Linda L Tolliver

Debtor 2
(Spouse, if filing)

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number
(if known)

Check if this is:
☐ An amended filing
☐ A supplement showing post-petition chapter 13 income as of the following date:

MM / DD / YYYY

Official Form B 6I

Schedule I: Your Income

12/13

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

	Debtor 1	Debtor 2 or non-filing spouse
Employment status	☐ Employed ■ Not employed	☐ Employed ☐ Not employed
Occupation		
Employer's name		
Employer's address		
How long employed there?		

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write $0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

			For Debtor 1	For Debtor 2 or non-filing spouse
2.	List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	2.	$ 0.00	$ N/A
3.	Estimate and list monthly overtime pay.	3.	+$ 0.00	+$ N/A
4.	Calculate gross income. Add line 2 + line 3.	4.	$ 0.00	$ N/A

EXHIBIT 1

00037

Debtor 1 Linda L Tolliver Case number (if known) ____________

			For Debtor 1	For Debtor 2 or non-filing spouse
	Copy line 4 here	4.	$ 0.00	$ N/A
5.	**List all payroll deductions:**			
5a.	**Tax, Medicare, and Social Security deductions**	5a.	$ 0.00	$ N/A
5b.	**Mandatory contributions for retirement plans**	5b.	$ 0.00	$ N/A
5c.	**Voluntary contributions for retirement plans**	5c.	$ 0.00	$ N/A
5d.	**Required repayments of retirement fund loans**	5d.	$ 0.00	$ N/A
5e.	**Insurance**	5e.	$ 0.00	$ N/A
5f.	**Domestic support obligations**	5f.	$ 0.00	$ N/A
5g.	**Union dues**	5g.	$ 0.00	$ N/A
5h.	**Other deductions.** Specify:	5h.+	$ 0.00 +	$ N/A
6.	**Add the payroll deductions.** Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6.	$ 0.00	$ N/A
7.	**Calculate total monthly take-home pay.** Subtract line 6 from line 4.	7.	$ 0.00	$ N/A
8.	**List all other income regularly received:**			
8a.	**Net income from rental property and from operating a business, profession, or farm** Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a.	$ 0.00	$ N/A
8b.	**Interest and dividends**	8b.	$ 0.00	$ N/A
8c.	**Family support payments that you, a non-filing spouse, or a dependent regularly receive** Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c.	$ 0.00	$ N/A
8d.	**Unemployment compensation**	8d.	$ 0.00	$ N/A
8e.	**Social Security**	8e.	$ 994.90	$ N/A
8f.	**Other government assistance that you regularly receive** Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: Adoption assistance	8f.	$ 1,170.00	$ N/A
8g.	**Pension or retirement income**	8g.	$ 0.00	$ N/A
8h.	**Other monthly income.** Specify:	8h.+	$ 0.00 +	$ N/A
9.	**Add all other income.** Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9.	$ 2,164.90	$ N/A

10. **Calculate monthly income.** Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse. 10. $ 2,164.90 + $ N/A = $ 2,164.90

11. **State all other regular contributions to the expenses that you list in Schedule J.**
Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives.
Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in *Schedule J*.
Specify: ____________ 11. +$ 0.00

12. **Add the amount in the last column of line 10 to the amount in line 11.** The result is the combined monthly income. Write that amount on the *Summary of Schedules* and *Statistical Summary of Certain Liabilities* and Related *Data*, if it applies 12. $ 2,164.90
Combined monthly income

13. **Do you expect an increase or decrease within the year after you file this form?**
- ■ No.
- ☐ Yes. Explain:

EXHIBIT 1

Fill in this information to identify your case:

Debtor 1 Linda L Tolliver

Debtor 2
(Spouse, if filing)

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number
(if known)

Check if this is:
☐ An amended filing
☐ A supplement showing post-petition chapter 13 expenses as of the following date:

MM / DD / YYYY

☐ A separate filing for Debtor 2 because Debtor 2 maintains a separate household

Official Form B 6J

Schedule J: Your Expenses

12/13

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Your Household

1. **Is this a joint case?**

■ No. Go to line 2.
☐ Yes. Does Debtor 2 live in a separate household?
  ☐ No
  ☐ Yes. Debtor 2 must file a separate Schedule J.

2. **Do you have dependents?** ☐ No

Do not list Debtor 1 and Debtor 2. ■ Yes. Fill out this information for each dependent..............

Do not state the dependents' names.

Dependent's relationship to Debtor 1 or Debtor 2	Dependent's age	Does dependent live with you?
Grandson	12	☐ No ■ Yes
		☐ No ☐ Yes
		☐ No ☐ Yes
		☐ No ☐ Yes

3. **Do your expenses include expenses of people other than yourself and your dependents?** ■ No ☐ Yes

Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 6I.)

		Your expenses
4. **The rental or home ownership expenses for your residence.** Include first mortgage payments and any rent for the ground or lot.	4. $	799.01
If not included in line 4:		
4a. Real estate taxes	4a. $	0.00
4b. Property, homeowner's, or renter's insurance	4b. $	0.00
4c. Home maintenance, repair, and upkeep expenses	4c. $	0.00
4d. Homeowner's association or condominium dues	4d. $	0.00
5. **Additional mortgage payments for your residence,** such as home equity loans	5. $	0.00

EXHIBIT 1

Debtor 1 Linda L Tolliver Case number (if known)

6. Utilities:		
6a. Electricity, heat, natural gas	6a. $	120.00
6b. Water, sewer, garbage collection	6b. $	47.00
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. $	173.00
6d. Other. Specify: Trash Pick-Up	6d. $	26.00
7. Food and housekeeping supplies	7. $	300.00
8. Childcare and children's education costs	8. $	0.00
9. Clothing, laundry, and dry cleaning	9. $	80.00
10. Personal care products and services	10. $	50.00
11. Medical and dental expenses	11. $	0.00
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.	12. $	60.00
13. Entertainment, clubs, recreation, newspapers, magazines, and books	13. $	80.00
14. Charitable contributions and religious donations	14. $	75.00
15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.		
15a. Life insurance	15a. $	43.00
15b. Health insurance	15b. $	0.00
15c. Vehicle insurance	15c. $	112.00
15d. Other insurance. Specify: for grandson	15d. $	20.00
medical insurance deducted from SSI	$	104.90
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify:	16. $	0.00
17. Installment or lease payments:		
17a. Car payments for Vehicle 1	17a. $	0.00
17b. Car payments for Vehicle 2	17b. $	0.00
17c. Other. Specify:	17c. $	0.00
17d. Other. Specify:	17d. $	0.00
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, *Schedule I, Your Income* (Official Form 6I).	18. $	0.00
19. Other payments you make to support others who do not live with you. Specify:	19. $	0.00
20. Other real property expenses not included in lines 4 or 5 of this form or on *Schedule I: Your Income*.		
20a. Mortgages on other property	20a. $	0.00
20b. Real estate taxes	20b. $	0.00
20c. Property, homeowner's, or renter's insurance	20c. $	0.00
20d. Maintenance, repair, and upkeep expenses	20d. $	0.00
20e. Homeowner's association or condominium dues	20e. $	0.00
21. Other: Specify:	21. +$	0.00
22. Your monthly expenses. Add lines 4 through 21. The result is your monthly expenses.	22. $	2,089.91
23. Calculate your monthly net income.		
23a. Copy line 12 *(your combined monthly income)* from Schedule I.	23a. $	2,164.90
23b. Copy your monthly expenses from line 22 above.	23b. -$	2,089.91
23c. Subtract your monthly expenses from your monthly income. The result is your *monthly net income*.	23c. $	74.99

24. Do you expect an increase or decrease in your expenses within the year after you file this form?
For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?

■ No.
☐ Yes. Explain:

EXHIBIT 1

B6 Declaration (Official Form 6 - Declaration). (12/07)

United States Bankruptcy Court
Central District of California

In re Linda L Tolliver
Debtor(s)

Case No.
Chapter 7

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 17 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date December 15, 2014

Signature /s/ Linda L Tolliver
Linda L Tolliver
Debtor

Penalty for making a false statement or concealing property: Fine of up to $500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

Filer's Name:	Daniel King	Atty Name (if applicable):	Daniel King
Street Address:	3435 Wilshire Blvd. Suite 1111 Los Angeles, CA 90010	CA Bar No. (if applicable):	207911
Filer's Telephone No.:	213-388-3887	Atty Fax No. (if applicable):	213-388-1744

In re: Linda L Tolliver	Case No. 2:14-bk-33094 Chapter 7

AMENDED SCHEDULE(S) AND/OR STATEMENT(S)

A filing fee of $30.00 is required to amend any or all of Schedules "D" through "F." An addendum mailing list is also required as an attachment if creditors are being added to the creditors list. Is/are creditor(s) being added? Yes ☐ No ☒

Indicate below which schedule(s) and/or statement(s) is(are) being amended.

A ☐ B ☒ C ☒ D ☐ E ☐ F ☐ G ☐ H ☐ I ☐ J ☐

Statement of Social Security Number(s) ☐ Statement of Financial Affairs ☐

Statement of Intention ☐ Other ☐

NOTE: IT IS THE RESPONSIBILITY OF THE DEBTOR TO MAIL COPIES OF ALL AMENDMENTS TO THE TRUSTEE AND TO NOTICE ALL CREDITORS LISTED IN THE AMENDED SCHEDULE(S) AND TO COMPLETE AND FILE WITH THE COURT THE PROOF OF SERVICE ON THE BACK OF THIS PAGE.

I/We, Linda L Tolliver, the person(s) who subscribed to the foregoing Amended Schedule(s) and/or Statement(s) do hereby declare under penalty of perjury that the foregoing is true and correct.

DATED: February 23, 2015

/s/ Linda L Tolliver
Linda L Tolliver
Debtor Signature

____
Co-Debtor Signature

FOR COURT USE ONLY

SEE REVERSE SIDE

EXHIBIT 2

EXHIBIT 1

B6B (Official Form 6B) (12/07)

In re Linda L Tolliver Case No. 2:14-bk-33094

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	NONE	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Bank of America Checking acct	-	0.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Household Items and Furnishings	-	2,213.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.		Clothing	-	300.00
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		Burial Life Insurance	-	0.00
10. Annuities. Itemize and name each issuer.	X			

EXHIBIT 2

Sub-Total > 2,513.00
(Total of this page)

2 continuation sheets attached to the Schedule of Personal Property

EXHIBIT 1

 Best Case Bankruptcy

B6B (Official Form 6B) (12/07) - Cont.

In re Linda L Tolliver, Debtor — Case No. 2:14-bk-33094

SCHEDULE B - PERSONAL PROPERTY - AMENDED

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			

Sub-Total > 0.00
(Total of this page)

Sheet 1 of 2 continuation sheets attached to the Schedule of Personal Property

EXHIBIT 2

EXHIBIT 1

B6B (Official Form 6B) (12/07) - Cont.

In re **Linda L Tolliver** Case No. 2:14-bk-33094

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		2011 Honda Civic Sedan Silver, Miles 41000	-	11,392.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		Computer,printer,desk office furniture	-	180.00
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.		Mechanic, Yard and Carpentar tools	-	135.00
		Lawnmower, cellphone	-	60.00

Sub-Total > (Total of this page)	11,767.00
Total >	14,280.00

(Report also on Summary of Schedules)

Sheet 2 of 2 continuation sheets attached to the Schedule of Personal Property

EXHIBIT 2

EXHIBIT 1

Case 2:14-bk-33094-VZ Doc 12 Filed 02/23/15 Entered 02/23/15 16:40:20 Desc
Main Document Page 5 of 7

B6C (Official Form 6C) (4/13)

In re Linda L Tolliver Case No. 2:14-bk-33094
Debtor

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT - AMENDED

Debtor claims the exemptions to which debtor is entitled under:
(Check one box)
☐ 11 U.S.C. §522(b)(2)
■ 11 U.S.C. §522(b)(3)

☐ Check if debtor claims a homestead exemption that exceeds $155,675. *(Amount subject to adjustment on 4/1/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.)*

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
Real Property			
Single Family Residence, 4 beds, 2 baths, 1,634 43735 Santa Rosa Circle Lancaster CA 93535	C.C.P. § 704.730	75,000.00	161,423.00
Household Goods and Furnishings			
Household Items and Furnishings	C.C.P. § 704.020	2,213.00	2,213.00
Wearing Apparel			
Clothing	C.C.P. § 704.020	300.00	300.00
Automobiles, Trucks, Trailers, and Other Vehicles			
2011 Honda Civic Sedan Silver, Miles 41000	C.C.P. § 704.010	2,900.00	11,392.00
Office Equipment, Furnishings and Supplies			
Computer,printer,desk office furniture	C.C.P. § 704.020	180.00	180.00
Total:		80,593.00	175,508.00

EXHIBIT 2

0 continuation sheets attached to Schedule of Property Claimed as Exempt

EXHIBIT 1

PROOF OF SERVICE

I hereby certify that a copy of the Amendment(s) was(were) mailed to the Trustee and that notice was given to the additional creditors listed.

DATED: February 23, 2015

Dennis Peters
Print or Type Name

Signature

(SEE ATTACHED MAILING LIST.)

EXHIBIT 2

EXHIBIT 1

Service via NEF

Merdaud Jafarnia: bknotice@mccarthyholthus.com, mjafarnia@mccarthyholthus.com
Peter J Mastan (TR): pmastan@gumportlaw.com, pmastan@ecf.epiqsystems.com
United States Trustee (LA): ustpregion16.la.ecf@usdoj.gov

Service via US Mail

American Express
Po Box 3001
16 General Warren Blvd
Malvern, PA 19355

American Express SP
PO Box 6985
Buffalo, NY 14240

Bk Of Amer
Attn: Correspondence Unit/CA6-919-02-41
Po Box 5170
Simi Valley, CA 93062

Explorer
Po Box 906
Santa Clarita, CA 91380

Lockheed Fed Cr Union
Po Box 6759
Burbank, CA 91510

Navy Fcu
Attention: Bankruptcy
Po Box 3000
Merrifield, VA 22119

EXHIBIT 2

EXHIBIT 1

B6B (Official Form 6B) (12/07)

In re **Linda L Tolliver** Case No. **2:14-bk-33094**

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	NONE	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		**Bank of America Checking acct**	-	**0.00**
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		**Household Items and Furnishings**	-	**2,213.00**
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.		**Clothing**	-	**300.00**
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		**Burial Life Insurance**	-	**0.00**
10. Annuities. Itemize and name each issuer.	X			

EXHIBIT 2

Sub-Total > **2,513.00**
(Total of this page)

2 continuation sheets attached to the Schedule of Personal Property

00049

B6B (Official Form 6B) (12/07) - Cont.

In re **Linda L Tolliver** Case No. **2:14-bk-33094**

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED

(Continuation Sheet)

Type of Property	NONE	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			

Sub-Total > 0.00
(Total of this page)

Sheet 1 of 2 continuation sheets attached to the Schedule of Personal Property

EXHIBIT 2

00050

B6B (Official Form 6B) (12/07) - Cont.

In re **Linda L Tolliver** Case No. **2:14-bk-33094**

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED

(Continuation Sheet)

Type of Property	NONE	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		**2011 Honda Civic Sedan Silver, Miles 41000**	-	**11,392.00**
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		**Computer,printer,desk office furniture**	-	**180.00**
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.		**Mechanic, Yard and Carpentar tools**	-	**135.00**
		Lawnmower, cellphone	-	**60.00**

Sub-Total > **11,767.00**
(Total of this page)
Total > **14,280.00**

Sheet 2 of 2 continuation sheets attached to the Schedule of Personal Property

EXHIBIT 2

(Report also on Summary of Schedules)

B6C (Official Form 6C) (4/13)

In re **Linda L Tolliver** , Debtor

Case No. 2:14-bk-33094

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT - AMENDED

Debtor claims the exemptions to which debtor is entitled under:
(Check one box)
☐ 11 U.S.C. §522(b)(2)
■ 11 U.S.C. §522(b)(3)

☐ Check if debtor claims a homestead exemption that exceeds $155,675. *(Amount subject to adjustment on 4/1/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.)*

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
Real Property Single Family Residence, 4 beds, 2 baths, 1,634 43735 Santa Rosa Circle Lancaster CA 93535	C.C.P. § 704.730	75,000.00	161,423.00
Household Goods and Furnishings Household Items and Furnishings	C.C.P. § 704.020	2,213.00	2,213.00
Wearing Apparel Clothing	C.C.P. § 704.020	300.00	300.00
Automobiles, Trucks, Trailers, and Other Vehicles 2011 Honda Civic Sedan Silver, Miles 41000	C.C.P. § 704.010	2,900.00	11,392.00
Office Equipment, Furnishings and Supplies Computer,printer,desk office furniture	C.C.P. § 704.020	180.00	180.00
Total:		80,593.00	175,508.00

EXHIBIT 2

0 continuation sheets attached to Schedule of Property Claimed as Exempt

B6D (Official Form 6D) (12/07)

In re **Linda L Tolliver**, Debtor Case No. ______

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor" ,include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	Husband, Wife, Joint, or Community H W J C	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No. **xxxxx1251** **Bk Of Amer** **Attn: Correspondence** **Unit/CA6-919-02-41** **Po Box 5170** **Simi Valley, CA 93062**		-	**Opened 1/01/09 Last Active 4/14/13** **Single Family Residence, 4 beds, 2 baths, 1,634** **43735 Santa Rosa Circle Lancaster CA 93535** Value $ **161,423.00**				**85,000.00**	**0.00**
Account No.			Value $					
Account No.			Value $					
Account No.			Value $					

0 continuation sheets attached

Subtotal (Total of this page)	**85,000.00**	**0.00**
Total (Report on Summary of Schedules)	**85,000.00**	**0.00**

CarMax APPRAISAL OFFER

Name: LINDA TOLLIVER
Address: 43735 SANTA ROSA CIR
LANCASTER CA 93535
Vehicle: 2011 HONDA CIVIC 4D SEDAN LX
Mileage: 49,794 **Engine:** 1.8L
VIN: 2HGFA1F56BH504858
Color: SILVER

Contact:
OSHIN KHODAVERDI
7126 - BURBANK, CA
Date:
01/28/2015

818
203
7170

FEATURES CONSIDERED

POWER LOCKS	POWER WINDOWS
AM/FM STEREO	CD AUDIO
AUXILIARY AUDIO INPUT	AIR CONDITIONING
REAR DEFROSTER	CRUISE CONTROL
ABS BRAKES	CLOTH SEATS
POWER MIRRORS	SIDE AIRBAGS
OVERHEAD AIRBAGS	
AUTOMATIC TRANSMISSION	

CONDITIONS ASSESSED

320405

Pass Rear Door:	Needs Repair	**Pass Quarter:**	Needs Repair
Rear Bumper:	Needs Paintwork	**Front Seats:**	Good Condition
Rear Seats:	Good Condition	**Carpet:**	Good Condition
Transmission:	Good Condition	**Engine:**	Good Condition
Front Tires:	Good Condition	**Rear Tires:**	Good Condition
Wheels:	Good Condition		

APPRAISAL OFFER $8,500

This offer is valid until the close of business on 2/04/15.

This offer is good for 7 days and will be honored at all CarMax stores.
After 7 days, your vehicle will need to be reappraised and the **offer may change.**

Comments

PLEASE ASK FOR A CERTIFIED APPRAISER IF THERE ARE ANY QUESTIONS.
THANKS FOR HAVING YOUR VEHICLE APPRAISED

Your Appraiser

MARK B.
- CarMax Certified Appraiser

We've appraised more than 19 million vehicles. Your appraiser can provide a detailed explanation of how we determined your offer – just ask!

SELL US YOUR CAR

AND WALK AWAY WITH PAYMENT IN HAND

When you sell to CarMax, you can avoid the hassles of selling your car yourself: • depreciation • additional car payments • costly advertising • the uncertainties of an unknown buyer (inspections, negotiations, and payment).

We don't play games; we'll buy your car even if you don't buy ours!®

TO SELL US YOUR VEHICLE

- Title (if it is not with a lienholder)
- Valid registration
- Valid state-issued photo ID for all titleholders
- All keys and remotes (if applicable)

EXHIBIT 3

00054

See other side for important details.

we want to buy YOUR CAR TODAY.

We'll give you payment for your car right now! We make it quick and easy:

- Review the sale, collect your belongings, and walk away with payment in hand!
- We'll process your lien payoff, if applicable.
- Your offer is good for 7 days.

IMPORTANT TRANSACTION

We issue a bank draft for your vehicle. The bank draft must be deposited into an account – it cannot be cashed. Banks typically place a hold on bank drafts of up to 10 banking days.

The title must be provided at the time of sale. If a previously paid-off lien is listed on the title, you will need both the title and lien release from the lienholder before CarMax can purchase your car.

All titleholders should be present to sell the vehicle. Please see a Business Office Associate if all titleholders cannot be present or if you are selling a vehicle on behalf of a company. In some cases, a Power of Attorney can be accepted, allowing someone else to sign on the absent titleholder's behalf.

If there is a lien on the vehicle, we'll contact your lienholder during business hours to get a 15-day payoff. We'll need:

- Lienholder name and phone number
- Name(s) on account
- Account holder's account and social security numbers

If you have negative equity or other outstanding financial obligations, the amount should be paid in the form of a Cashier's Check, certified funds, or cash*, unless it can be included in the amount you are financing to purchase another vehicle from CarMax. CarMax accepts personal checks if the amount is less than $250.
**CarMax Car Buying Centers cannot accept cash.*

If the vehicle you want to sell is leased, confirmation of the payoff amount is required before we can purchase your vehicle. Some leasing companies will not allow you to sell before the lease expires.

If you do not have all original keys and remotes, we may reappraise the vehicle to account for the additional cost because keys and remotes can be expensive to replace.

CarMax will inspect and verify the identity of every vehicle it purchases. We reference every Vehicle Identification Number (VIN) against third-party lien and stolen vehicle databases. In some instances, we extract the electronic VIN to validate the visible VIN. CarMax reports all stolen vehicles to the appropriate authorities and may pursue its legal remedies against any person that intentionally sells CarMax a stolen, cloned, altered, or undisclosed lien vehicle.

ADDITIONAL

- Your Appraisal Offer includes any equipment installed on, or part of, the vehicle (e.g., stereos, TV/DVD, navigation components, seats, headrests, etc.). If you remove any of that equipment, the offer could be voided.
- CarMax reserves the right to revise or cancel the Appraisal Offer if the vehicle is not in the same condition as it was at the time of the offer (i.e., damaged, reported stolen, undisclosed title conditions, etc.).
- The offer is exclusively for the purpose of selling your car to CarMax.
- Customer's vehicles left at CarMax will be, without notice, towed and stored at the owner's expense.

If you have any questions about selling your car to CarMax, please contact this store's Business Office.

EXHIBIT 3

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 550 S. Hope Street, Suite 1765, Los Angeles, CA 90071

A true and correct copy of the foregoing document described as: **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d), and **(b)** in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") - Pursuant to controlling General Order(S) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On **March 24, 2015**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email addresses indicated below:

- **Merdaud Jafarnia** bknotice@mccarthyholthus.com, mjafarnia@mccarthyholthus.com
- **Daniel King** dking@TheGenesisLaw.com
- **Peter J Mastan (TR)** pmastan@gumportlaw.com, pmastan@ecf.epiqsystems.com
- **United States Trustee (LA)** ustpregion16.la.ecf@usdoj.gov

___ Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served): On **March 24, 2015** I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

UNITED STATES BANKRUPTCY COURT
Hon. Vincent P. Zurzolo
United States Bankruptcy Court
Edward R. Roybal Federal
Building and Courthouse
255 E. Temple Street, Suite 1360
Los Angeles, CA 90012

DEBTOR
Linda L. Tolliver
43735 Santa Rosa Cir.
Lancaster, CA 93535

OFFICE OF THE U.S. TRUSTEE
915 Wilshire Blvd., Suite 1850
Los Angeles, CA 90017

___ Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served: Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **March 24, 2015** I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method) by facsimile transmission and/or email as follows:. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

___ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

March 24, 2015	**TRAVIS MICHAEL TERRY**	Travis Michael Terry
Date	Type name	Signature